



Advertising Agreement

MEDIAmerica Inc.
715 SW Morrison, Suite 800
Portland, Oregon 97205
(503) 223-0304 • Fax (503) 221-6544

Rep: Moreland, Terra
Phone: 503-445-8830
Email: terram@mediamerica.net

Advertiser:

Cindy Breves
City of Newport
169 SW Coast Hwy
Newport, OR 97365
(541) 574-0603 • Fax:
C.Breves@NewportOregon.gov

Agency:

• Fax:

Issue	Year	Size	City Name	Rate	Net
Dec	2015	Enews Formatted Text ads	---	140.00	\$140.00
Jun	2016	Enews Formatted Text ads	---	140.00	\$140.00
Total:					\$280.00

NOTES: Please sign & fax to 503-221-6544 to officially reserve your space.

AD MATERIAL SPECIFICATIONS & DEADLINES:

Please submit your ad materials or questions regarding ad materials to materials@mediamerica.net.

Web: <http://www.mediamerica.net/ocva-web-ad-specs>. Due one month prior to quarter of participation.

Q1 = December 1, 2014 (launching January 1, 2015)

Q2 = March 1, 2015 (launching April 1, 2015)

Q3 = June 1, 2015 (launching July 1, 2015)

Q4 = September 1, 2015 (launching October 1, 2015)

E-Newsletter: <http://www.mediamerica.net/web/web-and-eneads-ad-specs>. Due 2 weeks prior to the month of participation.

Print: [mediamerica.net/print/print-ad-specifications](http://www.mediamerica.net/print/print-ad-specifications). Due December 12, 2014.

BILLING:

Web: Will take place on the 15th after each quarter launches.

E-Newsletter: Will take place each month of your participation.

Print: Will take place upon release of the 2015/16 Visitor Guide (March 2015).

Thank you for your business!

By signing below, I accept the above agreement as well as the publisher's Advertising Terms and Conditions printed on attached sheet.

Advertiser

Date

10-7-15

Account Executive

Date 10-1-15

ADVERTISING TERMS AND CONDITIONS

(A) As used in this section entitled "ADVERTISING TERMS & CONDITIONS" the term "Publisher" shall refer to MEDIAmerica, Inc.

(B) All insertion orders are accepted subject to provisions of our current rate card. Rates are subject to change upon notice from the Publisher. Should a change in rates be made, space reserved may be canceled by the advertiser or its agency at the time the change becomes effective at no cost to advertiser.

(C) Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof. In

consideration of such publication, the advertiser and its agency agree to indemnify and hold Publisher harmless against any expense or loss by reason of any claims arising out of publication.

(D) All contents of advertisements are subject to Publisher approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time without cause. Publisher reserves the right to insert the word "advertisement" above or below any copy. Publisher will immediately refund any amounts prepaid by advertiser for cancelled or rejected advertisements.

(E) Advertisements not received by the final materials closing date will not be entitled to the privilege of okay or revision by the advertiser or its agency.

(F) Cancellations or changes in order may not be made by the advertiser or its agency after the reservation closing date. If a contract is cancelled, the publisher will assess a cancellation fee of 20% on the contract amount. If there are changes in the order, after signing the original contract, the rate may be subject to an upcharge.

(G) Positioning of advertisements is at the discretion of the Publisher except where a request for a specific preferred position is acknowledged by Publisher in writing.

(H) Publisher is not liable for delays in delivery and/or non delivery in the event of an Act of God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow down, or any condition beyond the control of the Publisher affecting production or delivery in any manner.

(I) Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the Publisher for advertising which advertiser or its agent ordered and which advertising was published.

(J) Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The Publisher's liability for any error will not exceed the cost of the space occupied by the error, or the amount paid by the advertiser, therefore whichever is greater.

(K) Publisher shall have no liability for errors in key numbers or advertiser's index.

(L) Conditions other than rates are subject to change by Publisher without notice.

(M) No conditions other than those set forth in this contract shall be binding on the Publisher unless specifically agreed to in writing by the Publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions of this rate card.

(N) In the event that any amounts due the Publisher under this agreement are not paid in accordance to the proscribed payment terms (30 days) Publisher reserves the right to charge interest for delayed payment of 1-1/2% per month or the maximum legal rate of interest allowed by law for all undisputed invoices past due in excess of thirty days.

(O) This agreement shall be governed and construed in accordance with the laws of the State of Oregon. In the event that commercial collection or legal proceedings be instituted by the Publisher to collect any amounts due under this agreement, advertiser agrees to pay reasonable attorneys fees or collection fees plus any other court costs and charges incurred providing publisher is the prevailing party.



MEDIA AMERICA